

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF FRISCO, TEXAS**, hereinafter referred to as ("Frisco"), and the **CITY OF PLANO, TEXAS**, hereinafter referred to as ("Plano").

WHEREAS, Frisco's city limit boundary is in part contiguous with the city limit boundary of Plano; and

WHEREAS, Section 43.031 of the Texas Government Code authorizes adjacent cities to enter into mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, since 1976 Frisco and Plano have entered into a number of city limit Boundary Adjustment Agreements or amendments establishing and altering the location of the city limit boundary line between the two municipalities along Highway 121 with the current boundary being located along the northern right-of-way line of State Highway 121 west of Spring Creek Parkway east to the its intersection with Custer Road; and

WHEREAS, Frisco and Plano have previously agreed that with the widening of State Highway 121 to freeway status the two cities would enter into an adjustment agreement establishing a mutual boundary along the center line of State Highway 121 right-of-way; and

WHEREAS, State Highway 121 construction is nearing completion with divided lanes of traffic; and

WHEREAS, representatives of Frisco and Plano have met and agreed on a mutually acceptable boundary which is in the best interest of the citizens of each City.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Frisco and Plano agree as follows:

SECTION I. Statement of Intent

It is the intent of Frisco and Plano to modify their respective boundaries in the manner shown on the map attached to and made a part of this Agreement as Exhibit "A." Said boundary line is the center line of State Highway 121 right-of-way along the entire length of said highway between the two cities such that the service road and main lanes of State Highway 121 south of the center line shall be in Plano and the service road and main lanes of State Highway 121 north of the center line shall be in Frisco.

SECTION II.
Relinquishment of Territory

To accomplish the objective set forth in Section I above, Frisco does hereby grant, relinquish, and apportion unto Plano all land, if any, that is less than 1,000 feet in width currently within the city limits of Frisco to Plano that lies south of the center line of State Highway 121 right-of-way along the length of its common boundary with Plano. Plano does hereby grant, relinquish, and apportion unto Frisco all land that is less than 1,000 feet in width currently within the city limits of Plano to Frisco that lies north of the center line of State Highway 121 right-of-way along the length of its common boundary with Frisco.

SECTION III.
Waiver of Extraterritorial Jurisdiction

Frisco does hereby waive all of its extraterritorial jurisdiction in the property located south of the boundary line established in Sections I and II above. Plano does hereby waive all of its extraterritorial jurisdiction in the property located north of the boundary line established in Sections I and II above.

It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

SECTION IV.
Severability

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION V.
Effective Date

Plano and Frisco agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each City.

SIGNED this ____ day of _____, 2008.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

CITY OF FRISCO, TEXAS

Date: _____

BY: _____
George Purefoy
City Manager

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Joplin P.C.
Claire E. Swann, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2008 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2008 by **GEORGE PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT “A”

(MAP)